

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814-0338
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



November 28, 2005

To: CSBG Service Providers

Subject: 2006/2007 Community Services Block Grant (CSBG) Program Contract

The 2006/2007 CSBG Contract incorporates several significant changes, many of which are attributed to the efforts of the Contract Changes Task Force; a collaborative group comprised of Network representatives and Community Services and Development (CSD) staff.

The following is a summary of changes to the overall structure of the CSBG Contract:

- CSD has moved to a two year contract for the CSBG Program.
- Contractors will have the option of choosing either monthly or bi-monthly reporting of their expenditures.
- All duplicated or unnecessary language has been eliminated

The following is a summary of the significant changes made to each section of the CSBG Contract.

➤ **Exhibit A: Scope of Work**

Applicable Federal and State Laws, Federal and State regulations and Office of Management and Budget (OMB) Circulars have now been incorporated by reference into the scope of work. By accepting this agreement, Contractors agree to provide CSBG Program services and activities as defined by these documents.

The following documents have been incorporated by reference:

- The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96
- The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.
- The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements
- OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92

- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74
- OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
- OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

These documents will be available for download from the CSD Contractor's Only website at <http://www.csd.ca.gov>.

➤ **Exhibit B: Budget Detail and Payment Provisions**

This section contains new language on the two-year budget. Please review this language carefully as to fully understand this new process.

Significant changes have been made to the Budget forms. These changes are outlined below:

- CSD 425.S – CSBG Contract Budget (Summary)
Many of the line items previously listed on CSD 425.S have been eliminated. A new category entitled "Operating Expenses and Equipment" has been added. Expenses that were previously itemized will now be included in this new category.
Please note: Before execution of the contract, the Contractor must note their choice of monthly or bi-monthly reporting for the entire contract term. Please contact your Field Representative to indicate choice.
- CSD 425. 1.1 – CSBG Budget Support Personnel Costs
The updated version of CSD 425.1.1 form requires that only administrative costs be reported.
- CSD 425.1.2 – CSBG Budget Support Non-Personnel Costs
Many of the line items previously listed on CSD 425.1.2 have been eliminated to match the line items specified on CSD 425.S. A new category entitled "Operating Expenses and Equipment" has been added. Expenses that were previously itemized will now be included in this new category.

➤ **Exhibit C: General Terms and Conditions**

This section formally contained standard language included in all State of California Contracts. This exhibit has been completely incorporated by reference.

This section of the CSBG Contract is available for download from CSD website at <http://www.csd.ca.gov>.

➤ **Exhibit D: Special Terms and Conditions**

In an effort to strengthen the performance outcomes of the CSBG Program, CSD has adopted Performance Guidelines for the CSBG administering agencies. For the 2006/07 CSBG contract period, these guidelines are informational only; no specific performance requirements have yet been established.

CSBG will work with the Network over the next year to develop an assessment tool that will measure the performance in relation to the guidelines.

The 2006/07 contract period will serve as benchmark years in which Contractors will cooperate with the State by sharing information with the State to demonstrate how they meet these performance guidelines.

Additionally, the CSD Supplemental Audit Guide which was previously included in the CSBG Contract has now been incorporated by reference. This document is available for download from the Department of Community Services and Development (CSD) website at <http://www.csd.ca.gov>.

The reporting forms for the CSBG Program are also available for download at <http://www.csd.ca.gov>.

The two-year allocation indicated on the face-sheet of the Contract represents the estimated amount of the two-year allocation; it assumes the 2005 funding level for 2006 and 2007. Once CSD receives the official notice of a Federal Grant Award covering the first and second year interval, CSD will notify Contractors in writing of their actual first and second year budget. Please note that any carryover amount from the first year needs to be expended before expending any second term allocated funds. This carryover amount does not affect the total allocated contract amount and does not require a formal amendment.


Attached is a spreadsheet that indicates the specific dollar amount of the local awards applying the 2005 funding formula.

Also attached are your 2006/7 CSBG contract, exhibits and reporting forms. Pursuant to Exhibit B.2., the State shall issue one working capital advance to the Contractor based on the first year funding. Because CSBG is under a Continuing Resolution at one half of the 2005 budget, Contractors will not be receiving a full 25% advance. Rather, Contractors will receive an advance covering two and a half months at last year's funding level (see column "J" of the attached spreadsheet). CSD has included available discretionary funds to supplement the advance amount. The Continuing Resolution expires on December 18, 2005. CSD will keep you notified of any further developments.

Please contact your Field Representative with any questions regarding your 2006/7 CSBG contract.

We wish you a healthy and happy holiday season.

Sincerely,



WENDY WOHL
Interim Director

Attachment

	A	B	C	G	H	J
			Allocation based on 2000 Census	TOTAL ESTIMATED 2006 FY ALLOCATION	TOTAL ESTIMATED 2007 FY ALLOCATION	Initial 2006 FY Allocations
6	COUNTY	AGENCY				
7						
8	Alameda	Berkeley CAA	0.00414	173,556	173,556	19,095
9	Alameda	ACAP	0.01292	541,124	541,124	59,591
10	Alameda	Oakland, City of Soc Serv Dept	0.01625	680,593	680,593	74,950
11	Alpine	Inyo Mono Advocates for Comm Action	0.00005	2,094	2,094	231
12	Amador/Tuolumne	Amador/Tuolumne CAA	0.00181	173,556	173,556	8,348
13	Butte	Butte Co CAA	0.00832	348,463	348,463	38,375
14	Calaveras/Mariposa	Calaveras/Mariposa CAA	0.00153	173,556	173,556	7,057
15	Colusa	SEE GLENN				
16	Contra Costa	Contra Costa Comm Svcs Dept	0.01521	637,035	637,035	70,154
17	Del Norte	Del Norte Co Senior Center	0.00101	42,301	42,301	4,658
18	El Dorado	El Dorado Co. Dept of Sr. & Fam. Svcs	0.00235	173,556	173,556	10,839
19	Fresno	Fresno EOC	0.03805	1,593,634	1,593,634	175,499
20	Glenn/Colusa/Trinity	Glenn Co Human Resources Agency	0.00214	173,556	173,556	9,870
21	Humboldt	Redwood CAA	0.00511	214,020	214,020	23,569
22	Imperial	Campeinos Unidos, Inc.	0.00531	264,279	264,279	29,104
23	Inyo/Mono	Inyo Mono Advocates for Comm Action	0.00079	173,556	173,556	3,644
24	Kern	Kern Co EOC	0.02783	1,165,593	1,165,593	128,361
25	Kings	Kings Co CAO	0.00453	189,728	189,728	20,894
26	Lake	Lake County CAA	0.00214	173,556	173,556	9,870
27	Lassen/Plumas/Sierra	Lassen/Plumas/Sierra Co	0.00139	173,556	173,556	6,411
28	Los Angeles	Center for Community & Family Services, Inc.	0.00817	342,181	342,181	37,683
29	Los Angeles	Long Beach CSDC	0.02198	920,580	920,580	101,379
30	Los Angeles	Los Angeles Co DC & SCS	0.15547	6,511,492	6,511,492	717,080
31	Los Angeles	Los Angeles, City of, CDD, HSNDD	0.17021	7,128,842	7,128,842	785,066
32	Madera	Madera Co CAA	0.00521	218,208	218,208	24,030
33	Marin	Marin Community Action	0.00332	173,556	173,556	15,313
34	Mariposa	(Mariposa Co Brd of Suprs)(SEE CALAVERAS)				
35	Mendocino	North Coast Opportunity	0.00287	173,556	173,556	13,237
36	Merced	Merced Co CAA	0.00957	400,817	400,817	44,140
37	Modoc/Siskiyou	Modoc/Siskiyou CAA	0.00214	173,556	173,556	9,870
38	Mono	SEE INYO				
39	Monterey	Monterey Co	0.01098	459,871	459,871	50,643
40	Napa	Community Action of Napa Valley	0.00211	173,556	173,556	9,732
41	Nevada	Nevada Co CAA	0.00156	173,556	173,556	7,195
42	Orange	Orange Co CDC	0.06151	2,576,200	2,576,200	283,705
43	Placer	Placer Co CSD	0.00303	173,556	173,556	13,975
44	Plumas	SEE LASSEN				
45	Riverside	Riverside, Co of, Dept of Comm. Act.	0.04549	1,905,241	1,905,241	209,815
46	Sacramento	SETA	0.03608	1,511,125	1,511,125	166,413
47	San Benito	San Benito Co CAA	0.00111	173,556	173,556	5,120
48	San Bernardino	San Bernardino CP CSD	0.05597	2,344,171	2,344,171	258,153
49	San Diego	San Diego, Co of, Dept of Soc Serv	0.07191	3,011,780	3,011,780	331,673
50	San Francisco	San Francisco EOC	0.01840	770,640	770,640	84,867
51	San Joaquin	San Joaquin Co Dept of Aging	0.02063	864,039	864,039	95,153
52	San Luis Obispo	San Luis Obispo, EOC of	0.00633	265,117	265,117	29,196
53	San Mateo	San Mateo, CAA of	0.00865	362,285	362,285	39,897
54	Santa Barbara	Santa Barbara, CAA of	0.01171	490,446	490,446	54,010
55	Santa Clara	ESO	0.02645	1,107,795	1,107,795	121,996
56	Santa Cruz	Santa Cruz, CAB of	0.00624	261,348	261,348	28,781

	A	B	C	G	H	J
			Allocation based on 2000 Census	TOTAL ESTIMATED 2006 FY ALLOCATION	TOTAL ESTIMATED 2007 FY ALLOCATION	Initial 2006 FY Allocations
6	COUNTY	AGENCY				
57	Shasta	Shasta Co CAA	0.00522	218,627	218,627	24,076
58	Sierra	SEE LASSEN				
59	Siskiyou	SEE MODOC				
60	Solano	Solano Safety Net Consortium JPA	0.00666	278,938	278,938	30,718
61	Sonoma	Sonoma Co PEO	0.00772	323,334	323,334	35,607
62	Stanislaus	CVOC	0.01496	626,564	626,564	69,001
63	Sutter	Sutter Co CAA	0.00256	173,556	173,556	11,808
64	Tehama	Tehama Co Brd of Supvs	0.00202	173,556	173,556	9,317
65	Trinity	SEE GLENN				
66	Tulare	Comm Svcs & Employ Train	0.01840	770,640	770,640	84,867
67	Tuolumne	SEE AMADOR				
68	Ventura	Ventura Co CHD	0.01456	609,811	609,811	67,156
69	Yolo	Yolo Co Dept of Employment & Social Services	0.00633	265,117	265,117	29,196
70	Yuba	Yuba Co CSD	0.00259	173,556	173,556	11,950
71						
72						
73	TOTAL, all counties		1.00000	43,348,081	43,348,081	4,612,338

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD)

Community Services Block Grant (CSBG)

2006 Allocation of CSBG Funds

Non-CAAs

Migrant & Seasonal Farm Workers

2005 Funding = Initial
\$568,722 Second

Agency	2004 FY Funding	2005 FY Total Allocation	2006 FY Estimated Allocation	2007 FY Estimated Allocation	2006 FY Initial Allocation
CHDC 0.20538	\$1,280,215	\$1,272,420	\$1,272,420	\$1,272,420	\$113,438
Proteus 0.34989	2,059,472	2,046,937	2,046,937	2,046,937	193,256
CVOC 0.09883	500,938	497,904	497,904	497,904	54,588
CET 0.34590	1,725,505	1,715,002	1,715,002	1,715,002	191,052
<u>1.00000</u>					
Sub-Total	\$5,566,130	\$5,532,263	\$5,532,263	\$5,532,263	\$552,334
La Cooperativa Association Dues Match (0.02878)	164,965	163,937	163,937	163,937	16,388
Grand Total	\$5,731,095	\$5,696,200	\$5,696,200	\$5,696,200	\$568,722

Native American Indians

2005 Funding = Initial
\$221,802 Second

Agency	2004 FY Funding	2005 FY Initial Allocation	2006 FY Estimated Allocation	2007 FY Estimated Allocation	2006 FY Initial Allocation
N. Calif. Indian Deve. Council, Inc./LIFE (Core Funding)	\$0	\$0	\$0	\$0	\$0
Karuk Tribe of California (Core Funding)	42,000	42,000	42,000	42,000	4,193
N. Calif. Indian Deve. Council, Inc. (Core Funding)	176,250	122,000	122,000	122,000	12,181
LA County	350,402	347,968	347,968	347,968	34,742
N. Calif. Indian Deve. Council, Inc.	1,608,931	1,652,404	1,652,404	1,652,404	164,980
Karuk Tribe of California	57,527	57,145	57,145	57,145	5,706
	\$2,235,110	\$2,221,517	\$2,221,517	\$2,221,517	\$221,802

Limited Purpose Agencies (Discretionary Funds)

2005 Funding = Initial
\$432,761 Second

Agency	2004 FY Funding Allocation	2005 FY Initial Allocation	2006 FY Estimated Allocation	2007 FY Estimated Allocation	2006 FY Initial Allocation
Campesinos Unidos	\$81,846	\$81,846	\$81,846	\$81,846	\$0
Del Norte Senior	89,600	89,600	89,600	89,600	\$0
National Council on Aging	0	0	0	0	\$0
Rural Community Assistance Corporation	138,053	138,053	138,053	138,053	\$0
Community Design Center, Inc.	123,262	123,262	123,262	123,262	\$0
	\$432,761	\$432,761	\$432,761	\$432,761	\$0

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

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Sacramento, CA 95814
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November 28, 2005

To All Community Services Block Grant Contractors:

2006/07 Community Services Block Grant Contract (CSBG)

Enclosed is your agency's contract packet for the 2006/07 Community Services Block Grant Program. It includes an a table of contents, and two complete copies of the contract (face sheet, exhibits, and attachments).

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ Submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify whom it has authorized to sign the 2006/07 CSBG contract and any amendments.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2006/07 CSBG contract and, if applicable, any amendments.
- ☐ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.

Exhibit A SCOPE OF WORK

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

(ATTACHMENT I, CSBG FISCAL DATA)

(ATTACHMENT II, CSBG PROGRAM REPORT)

Exhibit C GENERAL TERMS AND CONDITIONS

Exhibit D SPECIAL TERMS AND CONDITIONS

Exhibit E ADDITIONAL PROVISIONS

Exhibit F CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES

- ☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board resolution, insurance and fidelity bond documents, advance request, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.

☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
700 North 10th Street, Room 258
Sacramento, CA 95814

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign the board resolution, both face sheets, and applicable exhibits and attachments. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance.

If you have questions regarding the contracting process, you may contact Brenda Carradine of my staff at (916) 341-4262. For questions regarding insurance coverage, you may contact Suelene Choy of my staff at (916) 341-4265. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,



Fernando Negrete
Manager, Contract Services Unit

FN:BAC
Enclosures

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

2006/07 COMMUNITY SERVICES BLOCK GRANT (CSBG)

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Attachment II, CSBG/NPI Program Data	

EXHIBIT C GENERAL TERMS AND CONDITIONS (State)

PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: www.csd.ca.gov.

EXHIBIT D SPECIAL TERMS AND CONDITIONS (CSD)

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DISCLOSURE OF LOBBYING ACTIVITIES

AGREEMENT NUMBER 06F-	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of Community Services and Development

CONTRACTOR'S NAME

2. The term of this Agreement is: January 1, 2006 through December 31, 2007

3. The maximum amount of this Agreement is: \$:

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Exhibit A - Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Attachment I, CSBG Fiscal Data

Attachment II, CSBG/National Performance Indicators (NPI) Program Data

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

Exhibit E - Additional Provisions

Exhibit F - Certification Regarding Lobbying, Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard J. Bueche, Chief Financial Officer

ADDRESS

700 North 10th Street, Sacramento, California 95814

☐ Exempt per _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide services and activities required under the CSBG Program to eligible participants residing in the service area described in Exhibit A, Section 2. All services are to be provided in accordance with all applicable federal and state law and regulation, and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:
 - A. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
 - B. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
 - C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.

Even though the federal Community Services Block Grant Act exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding CSBG funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of CSBG funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards or guidelines directly conflict with any State law or regulation at Government Code §§ 12725 et seq. or 22 CCR §§ 100601 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

EXHIBIT A
(Standard Agreement)

Contractor further agrees to execute and abide by all requirements in California Contractors Certification Clause 304 (CCC-304)

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov

2. Contractor agrees to provide services and activities under the CSBG Program pursuant to the submitted Community Action Plan submitted for the specific contract term.

The Federal Catalog Domestic Assistance Number for this grant is 93.569.

3. The services shall be performed in the following service area:
4. Send all correspondence and fiscal reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Address:	700 North 10 th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Two-Year Budget

This Agreement is binding for two years and covers the period from January 1, 2006 through December 31, 2007.

- 1) Contractor shall attempt to expend the entire first year allocation during the first year of the contract term.
- 2) The second year funding of this Agreement cannot be expended until CSD receives official notice of a Federal Grant Award covering the second year interval and CSD notifies the Contractor in writing of their actual second year allocation amount.
- 3) A CSD 425B form shall be completed by January 20 following the first contract term that shall reflect any unexpended funds from the first term. This carryover amount shall be expended before expending any second term allocated funds. If this carryover amount exceeds 20% of the first year's allocation, CSD's approval is required.
- 4) Any advance requested on second-term allocation shall be based on the authorized second-year allocated amount. The advance will not take into consideration any carryover from the first term.
- 5) To the extent that 22 CCR §100715(a) requires prior approval by the Department for any change that exceeds 10% of an originally approved budget line item, the Department's execution of this Agreement hereby constitutes that prior approval, and the Grantee may make discretionary changes to the budget that exceed 10% for any line item, subject to all other applicable federal and state law and regulation and generally accepted standards of accounting.

B. Administrative Expenses

For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of its total operating funds. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

EXHIBIT B
(Standard Agreement)

C. State Budget Contingency

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- 1) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- 2) Should the Department receive official notice that only partial Federal funding amounts for the second year interval are available, the Contractor will be notified by the Department on the limitations of spending the consideration stated in the Agreement.

D. Federal Budget Contingency

- 1) It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- 4) The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

EXHIBIT B
(Standard Agreement)

2. Advance Payments

- A. During the first year of the contract term, the State shall issue one working capital advance to the Contractor based on the first-year funding as set forth on the funding detail page of STD. 213 Standard Agreement at the start of each contract year. The advance amount shall be equal to 25% of the contract year allocation.
- B. The State shall issue one working capital advance to the Contractor based on the second-year funding as described in Section 1. A. 1 in this exhibit alone and based on the second-year allocation of the Federal award. Any carryover from the first year of the contract term shall not be considered when calculating the advance amount for the second term.
- C. CSD will initiate the repayment process of advanced funds beginning with the seventh monthly (or third bimonthly) reporting period of the contract term and ending with the twelfth month of the contract term, as applicable to the first-year allocation/funding of this contract. CSD will initiate the repayment process of the second year's funding, beginning with the nineteenth monthly (or ninth bimonthly) reporting period of the contract term and ending on the twenty-fourth month of the contract term.
- D. As applicable to both years' funding of this Agreement, CSD will initiate repayment of advance payments whenever the unexpended contract balance reaches 40% of the first year funding or 40% of both years' funding whenever funds for the second year are made available by the Federal Government.
- E. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25% of the total consideration of this Agreement.

3. Payment and Reporting Requirements

- A. Monthly/Bimonthly Fiscal Reports
 - 1) Before the execution of this contract, Contractor shall opt to report and be reimbursed on either a monthly or bimonthly basis. Contractor shall notify their designated Field Operations Representative of their choice at the time the contract is returned with Contractor's signature. Contractors will be required to stay on the chosen reimbursement cycle throughout the term of this contract.
 - 2) Contractor shall complete and submit to the State, on the current form, a monthly/bimonthly Fiscal Expenditure Report/CSD Fiscal Data - Program Support Cost Report (CSD 425.ER-Rev. 08/05). Contractor shall ensure that the reports with original signature are received by the State on or

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before the twentieth (20th) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding monthly/bimonthly period. For specific due dates refer to CSD web site at www.csd.ca.gov.

B. Payments

The State shall issue bimonthly/monthly payments to Contractor upon receipt of 425.ER Expenditure Report. 425.ER shall specify the specific Bimonthly/Monthly Reporting period and actual expenditures being billed to CSD for reimbursement.

C. Mid-Year Programmatic Report

- 1) Contractor shall complete and submit to the State on the current form the CSBG/NPI Programs Report, CSD 801 NPI.
- 2) The Mid-Year Programmatic Report is due once every year. Contractor shall ensure that the reports are received by the State no later than July 20 of each year, irrespective of the level of activity in the preceding six-month period. See www.csd.ca.gov for specific due dates. The NPI Programs Report shall be submitted via e-mail to CSBGReports@csd.ca.gov.

D. Annual Programmatic Report

- 1) The annual report includes the following documents:
 - a. Client Characteristic Report, CSD 295-CCR
 - b. CSBG/NPI Programs Report, CSD 801 NPI
- 2) The Annual Report is due once every year. Contractor shall ensure that the report is received by the Department no later than January 20 each year, irrespective of the level of activity in the preceding twelve-month period. See website www.csd.ca.gov for specific due dates. The report shall be submitted via e-mail to CSBGReports@csd.ca.gov.

E. Community Services Block Grant Information System (CSBG/IS Annual Survey)

- 1) The CSBG/IS Survey shall include the following documents:
 - a. CSBG Fiscal Data—Other Funds (CSD 425.OF)
 - b. CSBG Fiscal Data—Other Resources (CSD 425.OR)

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c. CSBG Program and Management Accomplishments (CSD 090)

- 2) The CSBG/IS Survey is due once every year. Contractor shall ensure that the completed reports are received by the Department no later than March 1 of every year. See website for specific due dates at www.csd.ca.gov. The report shall be submitted via email to CSBGIS@csd.ca.gov.

F. Close-Out Report

Contractors shall submit all the appropriate CSD close-out forms within ninety (90) calendar days after the expiration date or when all funds have been fully expended under this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out packet. All close-out forms are subject to final review by CSD's Audit Services Unit. All forms are available on the Contractor's Only webpage at www.csd.ca.gov.

- 1) The close-out packet shall include:
 - a. CSD 715 Close out checklist with authorized signature
 - b. CSD 425 ER Expenditure Report
 - c. CSD 715C Program Income/Interest Earned
 - d. CSD 715D Equipment Inventory Schedule
- 2) All adjustments, if any, must be submitted with the close-out packet on the appropriate expenditure form (CSD 425 ER). Each adjustment must reflect the actual expenditure period when the adjustment occurred.
- 3) Subsequent payments for CSBG and the issuance of other CSD contracts shall be contingent upon timely receipt of the close-out packet.

4. Attachments to Contract

A. Attachment I

Prior to execution of this Agreement by the State, Contractor shall submit to the State Attachment I, CSBG Fiscal Data Series, which shall reflect a description of projected spending for the contract term.

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(Standard Agreement)

B. Attachment II

Contractor shall also submit to the State Attachment II, CSBG/NPI 801 Program Report, which shall reflect a description of outcome goals for each year of the contract term. This information will be used to monitor the success of the identified National Performance Indicators relevant to its programs, activities, and available resources for the delivery of services. Modifications to projected outcomes will not be allowed without CSD approval.

5. Schedule of Attachments

The following attachments to this exhibit are hereby incorporated by this reference.

Attachment I	CSBG FISCAL DATA	
CSBG Contract Budget (Summary)	CSD 425.S	(Rev. 01/06)
Budget Support	CSD 425.1.1	(Rev. 01/06)
	CSD 425.1.2	(Rev. 01/06)
Attachment II	CSBG/NPI PROGRAM DATA	
CSBG/NPI Program Report	CSD 801	(Rev. 01/06)

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(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

CSBG Contract Budget (Summary)	CSD 425.S	(Rev. 01/06)
Budget Support	CSD 425.1.1	(Rev. 01/06)
	CSD 425.1.2	(Rev. 01/06)

☐

Monthly

☐

Bimonthly

2006 CSBG FISCAL DATA -- CSBG CONTRACT BUDGET (SUMMARY)

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment
Telephone No.:	E-mail Address:	Fax Number
Date:		

SECTION A: ADMINISTRATIVE COSTS

Line Item	Description	CSBG Funds
1.1	Salaries and Wages	
1.2	Fringe Benefits	
1.3	Operating Expenses and Equipment	
1.4	Out-of-State Travel	
1.5	Subcontractor Services	
1.6	Other Costs:	
1.7	Subtotal Section A: Administrative Costs (cannot exceed 12% of Section E)	

SECTION B: PROGRAM COSTS

2.1	Salaries and Wages	
2.2	Fringe Benefits	
2.3	Operating Expenses and Equipment	
2.4	Out-of-State Travel	
2.5	Subcontractor Services	
2.6	Other Costs:	
2.7	Subtotal Section B: Program Costs	

SECTION C: Total CSBG Budget Amount (Sum of Subtotals A and B)**SECTION D: Enter "Other Agency Operating Funds"****SECTION E: Agency Total Operating Budget (Sections C and D)****SECTION F: CSBG Funds Administrative Percent (Section A divided by Section E)**

BUDGET FORM DEFINITIONS

Section A - Administrative Costs

1.1 Salaries and Wages

Provide the total dollar amount of salaries and wages dedicated to staff performing administrative duties linked to CSBG programs. Includes all payments made to administrative staff, permanent or temporary. Includes all regular and overtime pay, as approved by the contract authority.

1.2 Fringe Benefits

Provide the total dollar amount of fringe benefits dedicated to staff performing administrative duties. Includes all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health, and unemployment. Additionally, workers' compensation, disability insurance, sick leave, and accrued vacation should be included.

1.3 Operating Expenses and Equipment

Provide the total dollar amount for all administrative operating expenses and equipment linked with CSBG programs. Examples of administrative operating expenses and equipment include:

- In-state travel costs
- Building costs (such as rental and lease fees)
- Consumable supply costs
- Utility costs
- Administrative operating costs (such as telephones, building alarms, maintenance, etc.)
- Supply costs (such as printing, duplication, postage, etc.)
- Insurance costs not related to personnel insurance costs
- Additional fees related to the administration of the CSBG Program (such as staff trainings, membership dues, costs incurred due to Board meetings, subscriptions, etc.)
- All equipment/lease purchases dedicated to administrative needs
- Funds spent on contractor/consultant services to meet administrative needs in this area.

List and justify all Equipment/Lease costs and Contracts/Consultants Costs in excess of \$5,000.

1.4 Out-of-State Travel

Provide the total dollar amount of travel costs, excluding personnel costs related to administrative tasks incurred during travel outside of the State of California.

- 1.5 Subcontractor Services
Provide the total dollar amount administered to any subcontracting agencies that provide administrative services.

List and justify all subcontractor costs in excess of \$5,000.

- 1.6 Other Costs
Please provide a list of all other administrative costs that do not fit in the above categories. Please specifically mention any funds directed toward:
- IT Development. IT Development includes only projects in the development phases. Costs of IT projects in use should be included in operating expenses and Equipment above.
 - Indirect Costs. The indirect cost rate is defined as the dollar value of the approved federal rate and the entire amount can be claimed as long as it is not reimbursed by another funding source. Please note that if indirect costs are reported the approved Indirect Cost Rate Plan must be submitted.

Section B - Program Costs

- 2.1 Salaries and Wages
Provide the total dollar amount of salaries and wages dedicated to staff performing programmatic support duties. Includes all payments made to programmatic staff, permanent or temporary. Includes all regular and overtime pay, as approved by the contract authority.

- 2.2 Fringe Benefits
Provide the total dollar amount of fringe benefits dedicated to staff performing programmatic support duties. Includes all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health, and unemployment. Additionally, workers' compensation, disability insurance, sick leave, and accrued vacation should be included.

- 2.3 Operating Expenses and Equipment
Provide the total dollar amount for all programmatic operating expenses and equipment linked with CSBG programs. Include:
- In-state travel costs related to programmatic costs
 - Building costs related to programmatic operation (such as rental and lease fees)
 - Consumable supply costs
 - Programmatic operating costs (such as telephones, building alarms, maintenance, etc.)
 - Programmatic supply costs (such as printing, duplication, postage, etc.)
 - Additional fees related to the programmatic operation of the CSBG Program
 - Equipment/lease purchases dedicated to programmatic needs

- Funds spent on contractor/consultant services to meet programmatic needs in this area.

List and justify all Equipment/Lease costs and Contracts/Consultants Costs in excess of \$5,000.

2.4 Out-of-State Travel

Provide the total dollar amount of travel costs related to programmatic tasks incurred during travel outside of the State of California.

2.5 Subcontractor Services

Provide the total dollar amount paid to any subcontracting agencies that provide programmatic services.

List and justify all subcontractors in excess of \$5,000.

2.6 Other Costs

Please provide a list of all other programmatic costs that do not fit in the above categories. Please specifically mention any funds directed toward:

- Direct Client Purchases. Include all direct purchases made with CSBG dollars for item designated specifically for client use.

Section C – Total CSBG Budget Amount

Please include total funded CSBG amount.

Section D – Other Agency Operating Funds

Show the total operating budget which is the total budget that the Governing Board administers.

For public agencies, all funds under the administration of the County CSBG Advisory Board should be considered in "other agency operating funds." (This total should be considered when calculating the 12% administrative cost.)

Itemize all agency projected total program funds and funding source. Any internal budgeting form displaying funding sources and funded programs will be accepted.

Section E – Agency Total Operating Budget

Total of C and D above.

Section F – CSBG Funds Administrative Percent

Section A divided by Section E above.

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Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment No:
Telephone No.:	E-mail Address:	Fax Number:
Date:		

ADMINISTRATIVE COSTS -- SALARIES AND WAGES						
No. of Positions	Position Title	Total Salary and Wages	% to CSBG Administration	% to CSBG Programs	% to Other Administration and Programs	List Total CSBG Funds Budgeted for Each Position
						Total

ATTACHMENT I -- BUDGET SUPPORT -- NONPERSONNEL COSTS

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment N:
Telephone No.:	E-mail Address:	Fax Number:
Date:		

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match Budget Summary - Attach additional sheet(s) if necessary Missing description shall result in delay of the contract execution.	Section A Administrative Costs		Section B Program Costs	
Out-of-State Travel Only:	1.4		2.4	
List all Equipment Purchases in Excess of \$5,000 per item:	1.3		2.3	
List all Contract and Consultant Services in excess of \$5,000:				
List all Subcontractor Services in excess of \$5,000:	1.5		2.5	
Other Costs - Explain and justify costs greater than \$10,000:				
i. IT Development:				
ii. Direct Client Purchases:				
iii. Indirect Costs:				
iv. Any additional Other Costs (attach additional sheet if necessary):				
Total Other Costs (Total I, II, III, IV):	1.6		2.6	

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/NPI PROGRAM DATA

CSBG/NPI Program Report

CSD 801 (Rev. 01/06)

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Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.1	1	2	3	4	5
Employment The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed, as measured by <u>one or more</u> of the following:	Number of Participants Projected to be Served for Contract Period (#)	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (%)
A. Unemployed and obtained a job					
B. Employed and obtained an increase in employment income					
C. Achieved "living wage" employment and benefits					

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.2	1	2	3
Employment Supports The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by <u>one or more</u> of the following:	Number of Participants Projected to be Served for Contract Period (#)	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)
A. Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma			
B. Completed ABE/GED and received certificate or diploma			
C. Completed post-secondary education program and obtained certificate or diploma			
D. Enrolled children in "before" or "after" school programs, in order to gain or maintain employment			
E. Obtained care for child or other dependant in order to gain or maintain employment			
F. Obtained access to reliable transportation and/or driver's license in order to gain or maintain employment			
G. Obtained health care services for themselves or a family member in support of employment stability needed to gain or retain employment.			
H. Obtained safe and affordable housing in support of employment stability needed to gain or retain employment.			
I. Obtained food assistance in support of employment stability needed to gain or retain employment.			

In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.3 Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	1 Number of Participants Projected to be Served for Contract Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	4 Number of Participants Achieving Outcome in Reporting Period (#)	5 Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)	6 Percentage Achieving Outcome in Reporting Period (%)
A. ENHANCEMENT						
1. Number and percent of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits						
2. Number and percentage obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments						
3. Number and percentage enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.						
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>						

National Performance Indicator 1.3 (Continued) Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	1 Number of Participants Projected to be Served for Contract Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	4 Number of Participants Achieving Outcome in Reporting Period (#)	5 Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)	6 Percentage Achieving Outcome in Reporting Period (%)
B. UTILIZATION						
1. Number and percent demonstrating ability to complete and maintain a budget for over 90 days						
2. Number and percent opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings						
3. Of participants in a community action asset development program (IDA and others):						
a. Number and percent capitalizing a small business due to accumulated savings						
b. Number and percent pursuing post-secondary education due to savings						
c. Number and percent purchasing a home due to accumulated savings						
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>						

OPTIONAL

Agency's Narratives Goal 1: Low-income people become more self-sufficient.

Contractor Name: _____

Contact Person and Title: _____

Phone: _____

E-mail: _____

Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

OPTIONAL

Agency's Optional Narrative Continuation Page Only

Agency's Narratives Goal 1: Low-income people become more self-sufficient.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.1 Community Improvement and Revitalization	1	2	3
Increase in, or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by <u>one or more</u> of the following:	Number of Projects Projected for Contract Period (#)	Number of Projects or Initiatives (#)	Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Accessible "living wage" jobs created or saved from reduction or elimination in the community.			
B. Safe and affordable housing units created in the community			
C. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy			
D. Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination.			
E. Accessible safe and affordable childcare or child development placement opportunities for low-income families created or saved from reduction or elimination.			
F. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination.			
G. Accessible new, or expanded transportation resources or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.			
H. Accessible or increased educational and training placement opportunities or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy and life skill training, ABE/GED, and post-secondary education.			

In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.

Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2		1	2	3
Community Quality of Life and Assets		Number of Programs Projected for Contract Period (#)	Number of Program Initiatives or Advocacy Efforts (#)	Number of Community Assets, Services or Facilities Preserved or Increased (#)
The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by <u>one or more</u> of the following:				
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets				
B. Increase in the availability or preservation of community facilities				
C. Increase in the availability or preservation of community services to improve public health and safety				
D. Obtained access to reliable transportation and/or driver's license in order to gain or maintain employment				
E. Increase or preservation of neighborhood quality-of-life resources				

In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.

OPTIONAL

Agency's Narratives Goal 2: The conditions in which low-income people live are improved.

Contractor Name: _____

Contact Person and Title: _____

Phone: _____ E-mail: _____ Fa _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

OPTIONAL

Agency's Optional Narrative Continuation Page Only

Agency's Narratives Goal 2: The conditions in which low-income people live are improved.

Contractor Name: _____

Contact Person and Title: _____

Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Civic Investment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.1	1 Number of Volunteer Hours Projected for Contract Period (#)	2 Total Number of Volunteer Hours Achieved in Reporting Period
Civic Investment The number of volunteer hours donated to Community Action *		
A. Total number of hours volunteered to Community Action*		

In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.

*** This number will be reported in Part I: Section F, Subsection IV (g) of the CSBG/IS Survey.**

Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.2	1	2
Community Empowerment Through Maximum Feasible Participation The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by <u>one or more</u> of the following:	Number of Participants Projected for Contract Period (#)	Number of Low-Income People Achieved in Reporting Period
A. Number of low-income people participating in formal community organizations, government, boards or councils provide input to decision-making and policy setting through community action efforts		
B. Number of low-income people acquiring businesses in their community as a result of community action assistance		
C. Number of low-income people purchasing their own homes in their community as a result of community action assistance		
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action		

In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.

OPTIONAL

Agency's Narratives Goal 3: Low-income people own a stake in their community.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

OPTIONAL

Agency's Optional Narrative Continuation Page Only

Agency's Narratives Goal 3: Low-income people own a stake in their community.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 4.1	1	2
Expanding Opportunities Through Community-Wide Partnerships The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	Number of Partnerships Projected for Contract Period #	Number of Organizational Partnerships Achieved in Reporting Period
A. Number of organizations community action agencies work with to expand family and community outcomes		
B. Number of partnerships that were with faith-based organizations.		

In the rows below, please include any additional indicators for NPI 4.1 that were not captured above.

OPTIONAL

Agency's Narratives Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

OPTIONAL

Agency's Optional Narrative Continuation Page Only

Agency's Narratives Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Broadening the Resource Base

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 5.1		1	2	3
Broadening the Resource Base The number of dollars mobilized by community action, including amounts and percentages from:*		Projected Dollars (\$)	Dollars Mobilized (\$)	Percentage of Total (%)
A. Community Services Block Grant (CSBG)				
B. Non-CSBG Federal programs				
C. State programs				
D. Local public funding				
E. Private sources (including foundations and individual contributors, goods and services donated)				
F. Value (at Federal minimum wage) of volunteer time				
TOTAL				

In the rows below, please include any additional indicators for NPI 5.1 that were not captured above.

* These totals will be reported in Part I: Section F, Subsection I - IV of the CSBG/IS Survey.

OPTIONAL

Agency's Narratives Goal 5: Agencies increase their capacity to achieve results.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

OPTIONAL
Agency's Optional Narrative Continuation Page Only

Agency's Narratives Goal 5: Agencies increase their capacity to achieve results.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.1	1	2
Independent Living The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services:	Number of Individuals Projected to be Served for Contract Period (#)	Number of Vulnerable Individuals Living Independently in Reporting Period (#)
A. Senior Citizens		
B. Individuals with Disabilities		

In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.2 Emergency Assistance	1	2	3	4	5
The number of low-income individuals or families served by community action that sought emergency assistance and the percentage of those households for which assistance was provided, including such services as:	Unit of Measurement	Number of Households Projected to be Served for Contract Period (#)	Number of Households Seeking Assistance in Reporting Period (#)	Number of Households Receiving Assistance in Reporting Period (#)	Percentage of Households Receiving Assistance (%)
A. Food - Indicate your state's unit of measurement, such as bags, packages, cartons, families, individuals, etc.	Number of times Household Received Food				
B. Emergency payments to vendors, including Fuel and Energy bills and Rent/Mortgage payments	Households				
C. Temporary shelter	Households				
D. Emergency medical care	Households				
E. Protection from violence	Households				
F. Legal assistance	Households				
G. Transportation	Households				
H. Obtained access to reliable	Households				
I. Clothing	Households				

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.3	1	2	3	4	5
Child and Family Development The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following:	Number of Participants Projected to be served for Contract Period (#)	Number of participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage of Participants Achieving Outcome in Reporting Period (%)
A. INFANTS & CHILDREN					
1. Infants and children obtain age appropriate immunizations, medical and dental care					
2. Infant and child health and physical development are improved as a result of adequate nutrition					
3. Children participate in pre-school activities to develop school readiness skills					
4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade					

B. YOUTH					
1. Youth improve physical health and development					
2. Youth improve social/emotional development					
3. Youth avoid risk-taking behavior for a defined period of time					
4. Youth have reduced involvement with criminal justice system					
5. Youth increase academic, athletic or social skills for school success by participating in before or after school programs					
C. PARENTS AND OTHER ADULTS					
1. Parents and other adults learn and exhibit improved parenting skills					
2. Parents and other adults learn and exhibit improved family functioning skills					

In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.

OPTIONAL

Agency's Narratives Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

Contractor Name: _____

Contact Person and Title: _____

Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:

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2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

OPTIONAL

Agency's Optional Narrative Continuation Page Only

Agency's Narratives Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

Contractor Name: _____

Contact Person and Title: _____

Phone: _____

E-mail: _____

Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: www.csd.ca.go.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Certifications**

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

- 1) Drug-Free Workplace Requirements (Contract Certification Clause (CCC-304)
- 2) National Labor Relations Board Certification (CCC-304)
- 3) Union Organizing (CCC-304)
- 4) Expatriate Corporations (CCC-304)
- 5) Domestic Partners (CCC-304)
- 6) Amendment for Change of Agency Name (CCC-304)
- 7) Resolution (CCC-304)
- 8) Air or Water Pollution Violation (CCC-304)
- 9) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

For detailed explanation for each of the above certifications, see www.csd.ca.gov.

B. Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

EXHIBIT D
(Standard Agreement)

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- 4) Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

C. Specific Assurances

- 1) Pro-Children Act of 1994

This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

- 2) American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- 3) Contract Administration

This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 675G(B) 1998 CSBG Reauthorization Act).

For detailed explanation for each of the above Assurances, see www.csd.ca.gov.

D. Nondiscrimination Compliance

- 1) Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this Section.
- 2) Contractor hereby certifies compliance with the following
 - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - c. Rehabilitation Act of 1973, as amended.

EXHIBIT D
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- d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- f. Public Law 101-336, Americans with Disabilities Act of 1990.

For detailed explanation for each of the above documents, see www.csd.ca.gov.

2. Performance Guidelines

A. In an effort to ensure and strengthen performance outcomes of the CSBG program, this Agreement contains performance guidelines. For the 2006/07 CSBG contract period, these guidelines are informational only; no specific performance requirements have yet been established. During the 2006/07 CSBG contract period, the State intends to develop an assessment tool in cooperation with Contractors that will measure the following performance guidelines. The 2006/07 contract period will serve as benchmark years in which Contractors will cooperate with the State by sharing information with the State to demonstrate how they meet these performance guidelines.

B. The following are general performance guidelines for assessing the overall effectiveness of each Community Action Agency.

1) Leadership and Governance

This section defines the activities and role of the senior leaders within each agency. This section takes into consideration the roles of both the Board of Directors and the Executive Director. Additionally, this section includes expectations for the effective utilization of the strategic planning process and the formation of partnerships.

- a. The senior leaders, which include Executive Director and Program Managers, actively engage Board Members, staff and partners by disseminating pertinent information and providing follow-up on necessary actions.
- b. The Board of Directors has a strong knowledge of the financial status of the agency.
- c. The Board of Directors takes an active role in strategic planning and assessing the evolution of the agency's programs and performance. Additionally, the Board of Directors is responsible

EXHIBIT D
(Standard Agreement)

for establishing expectations for and evaluating and assessing the performance of the Executive Director.

- d. The Board of Directors has an effective and efficient nominating process that ensures that the board remains appropriately diverse with respect to the tripartite requirements.
- e. Senior leaders have made efforts to mobilize additional dollars and develop new programs, services, and partners.
- f. Senior leaders manage and administer programs according to strategic and operational plans.
- g. Senior leaders take measurable efforts to develop and form partnerships within the community to strengthen services and provide a community-wide approach to address the needs of the low-income population.
- h. Senior leaders display a working and in-depth knowledge of Community Action principles, best practices affecting their programs, and a strong vision leading the agency.

2) Administrative and Programmatic

This section establishes guidelines pertaining to both the administrative aspects and the program/service delivery process in place within the agency. This section considers the agency's financial management processes, existing opportunities for employment development, and the overall management of community service programs.

- a. The agency has effectively and efficiently integrated intake, eligibility, assessment, case management, and follow-up components into a service delivery system.
- b. The agency has a systematic approach to managing all projects, programs, and initiatives including policy, procedures, guidelines, and training that ensures effective and efficient project management.
- c. The agency's financial health is sound, resources are growing, and audit reports contain no serious findings.
- d. The agency has deployed a formal and systematic approach for conducting and measuring staff development, growth, and training.

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(Standard Agreement)

Additionally, the agency annually collects and analyzes staff feedback and tracks staff turnover and staff development.

- e. Personnel policies and procedures and employee records including job descriptions are current and up to date.

3. Special Conditions for Entities Not Meeting Terms of the Agreement

- A. In addition to the State's authority to terminate or suspend funding or deny refunding under State law and regulation, the State has authority to set fiscal control and fund accounting procedures to fulfill the State's oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, the State hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions according to that section on Contractor for unsatisfactory performance of the requirements, standards, and guidelines of this Agreement.
- B. Contractor shall ensure that requirements set forth in this Agreement are submitted in a timely manner and corrective action plans are adhered to. In the event that prescribed timelines are not met or corrective action is not taken, CSD shall withhold advance or subsequent payments.

4. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- A. Segregation of duties appropriate to safeguard state assets.
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

EXHIBIT D
(Standard Agreement)

5. Audit Reports

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 1994 Revision, as amended."
- B. The financial and compliance audit shall contain the following supplementary financial information: A combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the contract or audit period.
- C. Contractors shall submit to CSD two copies of the required audit report within nine months of the end of the Contractor's fiscal year. Upon written request by the Contractor's CPA, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports are to be submitted to the following address:

Department of Community Services and Development
Attention: Audit Services Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- D. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this section. Said required audit report shall be made available to the State upon request.

EXHIBIT D
(Standard Agreement)

6. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and CSD Supplemental Audit Guide. The Supplemental Audit Guide may be accessed at www.csd.ca.gov.

7. Subcontracts (CSD)

Contractor may enter into subcontract(s) to perform applicable provisions of this Agreement. The Contractor is responsible for ensuring that all activities delegated to subcontractors are in support of this Agreement. As defined in CSBG Federal Law 42 USC 9910, subcontractors are not considered eligible entities and thus not subject to tripartite board or other specific requirements unique to eligible entities.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement with the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program/administrative description of each subcontractor activity to be performed under this Agreement.
- B. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- C. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- D. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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(Standard Agreement)

8. Travel/Per Diem

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed based on the Contractor's policies and procedures not to exceed Federal per diem requirements.
- C. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Section 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms and provisions contained therein.

9. Procurement

- A. Contractor assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- B. Contractor shall adhere to its established policies and procedures regarding the purchase, lease, or subcontracting for any articles, supplies, equipment, or services obtained from vendors or subcontractors having a per-unit cost in excess of \$5,000. Three competitive quotations shall be obtained or adequate justification maintained as to the absence of bidding. Policies and procedures shall be in conformance with OMB requirements contained in the following Circulars: A-102, Attachment Section 2.i, or A-110 Subpart C and approved by the Board of Directors. Noncompliance may result in a disallowance of the purchase/lease item(s) or subcontract. In cases of emergency where awarding a contract is necessary for the immediate preservation of public health, welfare, or safety, the three-bid process is not required.
- C. For purchase or lease of equipment having a per-unit cost of five thousand dollars (\$5,000) or more, Contractor shall prepare and submit a Request for Purchase/Lease Approval, CSD 558, to CSD prior to commencing purchasing/leasing activities. Noncompliance shall result in a disallowance of purchase/lease item(s).
- D. Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property purchased by Contractor with State funds. Such care shall include, but is not limited to, the following:

EXHIBIT D
(Standard Agreement)

- 1) Maintaining insurance coverage against loss or damage to such property.
- 2) Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor, not CSD.

10. Insurance and Fidelity Bond

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances, and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

B Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements. To

EXHIBIT D
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qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

EXHIBIT D
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E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance, designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

11. Agreement Changes

A. Amendment

Formal Amendments are required for changes to the term, total cost, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.

EXHIBIT D
(Standard Agreement)

B. Modification

- 1) Changes involving alterations such as changes to program activities and/or delivery strategies will be considered modifications. A CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.
- 2) Please note that modifications to projected outcomes on the CSD 801 forms will not be allowed. In the event that projections will not be met, please provide a description of the circumstances. For further instruction please contact your Field Services Representative.
- 3) A modification to the projected budget is not required as long as the maximum amount payable does not change. Any increase to out-of-state travel costs or changes to major equipment purchases will require a modification.
- 4) If a Contractor intends to request a contract modification to modify Attachment I or Attachment II, justification shall be submitted on CSD 425b, Justification for Contract Amendment/Modification, no later than 15 calendar days prior to the expiration date of this Agreement.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS: DEFINITIONS

1. Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.
2. Board of Directors: For the purposes of a privately governed Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. §§ 9910 and California Government Code §§ 12725 et seq. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering Board that is designated by the governing board. The advisory/administering board undertakes the responsibilities designated to the tripartite board subject to the policies and oversight of the governing board of elected officials.
3. Contractor: The entity (partnership, corporation, association, agency, or individual) designated on page 1 of this Agreement.
4. CSD: The Department of Community Services and Development, State of California.
5. Parties: The State of California and the Contractor.
6. Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a subcontract with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
7. Subcontracts: Contracts entered into by and between Contractor and subcontractor to fulfill services under this Agreement.
8. The State: The State of California, Department of Community Services and Development.
9. This Agreement: The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof.

EXHIBIT E
(Standard Agreement)

10. This Program: The Community Services Block Grant (CSBG) Program,
42 USC 9901 et seq., as amended.
11. Amendment: A formal change to the contract of a material nature
including term, cost, or scope of work, or name change.
12. Modification An informal change to this contract involving
nonsignificant nature.



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2006 through December 31, 2007

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.